GENERAL SERVICES ADMINISTRATION Washington, DC 20405

HRM 6040.1B December 22, 2021

GSA ORDER

SUBJECT: GSA Telework and Remote Work Policy

- 1. <u>Purpose</u>. This Order issues and transmits General Services Administration (GSA) policy governing the use of telework and remote work.
- 2. <u>Background</u>. Based on the provisions of Public Law No. 111-292, known as the Telework Enhancement Act of 2010, as amended by the Administrative Leave Act of 2016, this policy provides guidelines for implementation of telework within GSA.
- 3. Scope and Applicability.
- a. This Order applies to all agency components and all GSA employees, with the exception of:
- (1) The Office of Inspector General. The Office of Inspector General (OIG) has independent personnel authority. See Section 6 of the Inspector General Act of 1978, (5 U.S.C. App. 3), as amended (Inspector General is authorized "to select, appoint, and employ such officers and employees as may be necessary for carrying out the functions, powers, and duties of the Office of Inspector General") and GSA Order ADM P 5450.39D GSA Delegations of Authority Manual (Delegations Manual), Chapter 2, Part 1 ("the Inspector General has independent authority to formulate policies and make determinations concerning human capital issues within the [OIG]" and GSA determinations/delegations do not limit that authority). Similarly, GSA specifically recognizes that the Inspector General has independent authority to formulate policies and make determinations concerning training, employee development, and career management; and
- (2) <u>The Civilian Board of Contract Appeals</u>. This policy applies to the Civilian Board of Contract Appeals (CBCA) only to the extent that the CBCA determines it is consistent with the CBCA's independent authority under the Contract Disputes Act and it does not conflict with other CBCA policies or the CBCA mission.

- b. The use of telework by GSA employees not serving on an overseas tour is restricted to the United States and its territories and possessions only. It is not authorized for overseas duty.
 - c. This Order does not apply to contractors or their employees.
- d. Supervisors and managers are required to review and comply with existing negotiated agreements when applying this policy to employees represented by a labor organization (union).
- 4. <u>Cancellation</u>. This Order cancels OHRM 6040.1A GSA Mobility and Telework Policy, dated June 29, 2018, and OHRM 6040.2 Full-time Telework Arrangements.
- 5. Revisions. This policy:
 - a. Merges telework and full-time telework policies into one policy;
 - b. Changes "full-time telework" terminology to "remote" work;
 - c. Changes requirement for telework refresher training from annual to biennial;
- d. Changes requirement for telework and remote work agreements recertification from annual to biennial;
 - e. Incorporates definitions for position categorization;
- f. Changes the length of time an employee has to be in their current position before they can initiate a remote work request from 180 days to 90 days when a position was not advertised as remote work.;
- g. Changes length of short-term remote work arrangements requiring remote work documentation from 90 days to 120 days; and
- h. Changes requirement and approval levels for the Remote Work Analysis Tool.
- 6. <u>Implementation action</u>. Implementation of this Order must be carried out in accordance with applicable laws and regulations, and bargaining obligations.

Signature. 7.

<u>/S/</u> TRACI DIMARTINI Chief Human Capital Officer
Office of Human Resources Management

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GSA Telework and Remote Work Policy

1. Introduction.

- a. GSA recognizes telework and remote work as strategic management tools and workplace flexibilities for attracting, retaining, and engaging talent and accomplishing organizational goals.
- b. GSA continues to assume a leadership role in support of telework and remote work to fully enable GSA to meet its mission. Telework and remote work are critical to:
- (1) Performance-based business outcomes for individuals, work teams, and organizations;
 - (2) Continuity planning;
 - (3) Sustainability;
 - (4) Employee engagement; and
 - (5) Work/life balance.
- c. GSA supports the use of telework and remote work to the extent that it is consistent with the business needs of the organization and the individual work requirements of the employee.
- d. This policy is designed to facilitate agency, organizational, and individual performance by providing the structure needed for effective implementation of telework and remote work for GSA. Successful telework and remote work requires communication and collaboration between employees, their supervisors, and affected work groups. Each has responsibilities for successful implementation and related performance outcomes. Organizations must ensure compliance with the provisions of this policy, support of agency guidance, and fulfillment of applicable labor relations obligations.
- e. Telework and remote work are not an entitlement or right of individual employees.
- f. Telework and remote work are established to facilitate the accomplishment of work, while balancing the needs of the workforce.
- g. Heads of Services and Staff Offices make position categorization determinations to align the workforce to the mission.
 - h. Supervisors are responsible for making determinations in regard to telework and

remote work participation, work schedules, and frequency, with consideration for individual, team, and position categorization requirements, as stated in paragraph 4f(1).

- i. Employees are responsible for the accomplishment of work pursuant to their performance plans, and for appropriately using telework and remote work, as stated in paragraph 6d.
- j. The use of telework and remote work by GSA employees is restricted to the United States and its territories and possessions.

2. References.

- a. Public Law No. 106-346, Section 359, of October 23, 2000 (Department of Transportation and Related Agencies Appropriations Act).
- b. Public Law No. 111-292 of December 9, 2010 (The Telework Enhancement Act of 2010).
- c. Public Law No. 114-328, Section 1138, of December 23, 2016 (The Administrative Leave Act of 2016).
- d. OPM Governmentwide Dismissal and Closure Procedures, dated November 2018.
 - e. OAS P 7005.1 Internal Space Allocation, Design, and Management Policy.
- f. OAS 9900.1A, Government Furnished Information Technology (IT) Equipment for Use Outside GSA Agency Worksites.
 - g. OAS 5700.1A Temporary Duty (TDY) Travel Policy.
 - h. OAS 5770.1A Local Travel Policy.
 - i. OAS 1860.1 Print Management Policies and Practices.
- j. <u>HRM 2300.1 CHGE 1 Policy and Procedures for Providing Reasonable Accommodation for Individuals with Disabilities</u>.
 - k. ADM 2430.1A The U.S. General Services Administration Continuity Program.
- I. <u>ADM 2430.3 The U.S. General Services Administration Emergency Management Program</u>.

3. Definitions.

a. Agency worksite. The regular worksite associated with the employee's position

of record; the physical address or place where the employee would work if not teleworking. The agency worksite is generally considered a centralized location of an employee's assigned organization.

- b. <u>Appropriate alternative worksite</u>. A worksite other than the agency worksite, typically the employee's residence, that supports work and provides appropriate information technology (IT) connectivity and security precautions in support of the work.
- c. <u>Commuting Area</u>. Pursuant to 5 CFR 550.703, commuting area is defined as the geographic area surrounding a worksite that encompasses the localities where people live and reasonably can be expected to travel back and forth daily to work, as established by the employing agency based on the generally held expectations of the local community.
- d. <u>Emergency employees</u>. Employees who are expected to report to their worksite or begin telework (as permitted) on time unless otherwise directed by GSA. Emergency employees should be designated and notified in advance on an annual basis.
- e. <u>Emergency situation</u>. An event, incident, or circumstance that interrupts or compromises operations at, or travel to or from, the agency worksite or appropriate alternative worksite. This may include a range of situations including, but not limited to: civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the agency worksite or appropriate alternative worksite is compromised.

Emergency situations also include but are not limited to those that result in an official announcement of an operating status under which unscheduled telework is allowed, as defined in this policy and outlined annually in <u>GSA Dismissal and Closure</u> <u>Procedures</u>, based on guidelines published by the U.S. Office of Personnel Management (OPM) Governmentwide Dismissal and Closure Procedures. IT incident response is addressed in <u>Incident Response (IR) [CIO IT Security 01-02]</u>. For clarification, emergency situations and continuity events can be found in ADM 2430.1A <u>The U.S. General Services Administration Continuity Program</u> and <u>ADM</u> 2430.3 The U.S. General Services Administration <u>Emergency Management Program</u>.

f. Mobile work. Work that is characterized by regular travel to and from work in customer or designated worksites as opposed to the agency worksite. Mobile work may consist of work such as site audits, site inspections, and investigations. It is distinguished from telework in that the work being done by the employee is specific to a designated worksite or location. Mobile work may be combined with telework.

g. Official worksite/duty station. Pursuant to the OPM definition and as set forth in 5 CFR 531.605, the official worksite is the location where the employee regularly performs their official work duties. Changes in an employee's official worksite may affect employee pay and travel funding responsibilities and must be processed by the servicing Human Resources Office. Designation of the official worksite must be determined on a case-by-case basis using the following considerations:

Employee	Official Worksite/Duty Station
Scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis	Agency worksite for the employee's position—the place where the employee would normally work if not teleworking
Not scheduled to report at least twice each biweekly pay period to the agency worksite (includes remote workers)	Appropriate alternative worksite (except in certain temporary duty situations)
Scheduled to report to varied work locations on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the agency worksite	Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the agency worksite

- h. <u>Personally identifiable information (PII)</u>. PII can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual as defined in OMB Circular A-130. (See GSA's PII policy at <u>insite.gsa.gov/pii</u>)
- i. <u>Position Categorization</u>. Heads of Services and Staff Offices categorized positions based on the position duties and business requirements. Positions are aligned into one of the following categories:
- (1) <u>Onsite Required</u>. Positions with job functions that must be executed at an agency worksite on a daily/regular basis. Official duty station for the position is an agency worksite.
- (2) <u>Onsite Flexible</u>. Positions with job functions that must be executed within specific geographic locations. Official duty station is an agency worksite or an appropriate alternative worksite (typically the employee's home).
 - (3) Offsite. Positions with job functions that do not need to be executed within a

specific geographic location and can be executed without reporting to an agency worksite. Official duty station is typically the employee's home.

- j. <u>Remote Work</u>. Work performed on a full-time basis by an employee who does not report to the agency worksite at least two times a pay period on a regular and recurring basis (e.g., employee works from home full-time). Remote Work must be recorded in GSA's electronic time and attendance system.
- k. <u>Remote Worker</u>. An employee who teleworks on a full-time basis and does not report to the agency worksite at least two times a pay period on a regular and recurring basis (e.g., employee works from home full-time). A remote worker's official worksite/duty station is an appropriate alternative worksite, typically the employee's home.
- I. <u>Telework</u>. A work flexibility arrangement under which an employee performs the duties and responsibilities of their position from an approved worksite (typically their home), rather than the agency worksite.
 - p Telework does not include:
- (1) Any part of work performed while on temporary duty official travel (travel regulations and policy take precedence over telework);
 - (2) Work performed while commuting to and from a worksite; or
- (3) Mobile work as defined above (including site audits, site inspections, and investigations).
- m. <u>Telework-ready employee</u>. An employee with an approved telework agreement that identifies the employee as both eligible to telework (whether on a remote work, routine, or situational basis, and regardless of the employee's choice to telework or decline telework), and having the IT tools, equipment, and training necessary to telework.
- n. <u>Types of telework</u>. GSA employees may participate in emergency, routine, or situational telework. For timekeeping purposes, employees are required to designate individual instances of telework participation as emergency, routine, or situational, as defined below.
- (1) <u>Emergency telework</u>. Emergency telework is telework performed in response to an approved emergency situation as outlined in paragraph 3e. Examples of emergency telework include unscheduled telework (see paragraph 3o) in response to an operating status announcement based on weather or other conditions, as outlined in GSA Dismissal and Closure Procedures or at the discretion of the GSA Administrator according to current GSA policies. Instances of emergency telework must be recorded

in GSA's electronic time and attendance system.

- (2) <u>Routine telework</u>. Telework performed as part of a previously approved, ongoing, and regular schedule. Instances of routine telework must be recorded in GSA's electronic time and attendance system.
- (3) <u>Situational telework</u>. Telework that is approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing, and regular telework schedule. Examples of situational telework include telework to accommodate scheduling issues such as appointments or special work assignments away from the office. Situational telework is sometimes also referred to as episodic, intermittent, or ad-hoc telework. Instances of situational telework must be approved by the supervisor and recorded in GSA's electronic time and attendance system.
- o. <u>Unscheduled telework</u>. A form of telework that allows employees to telework without previous supervisory approval in response to specific announcements by OPM or local government deciding/authorizing officials regarding approved emergency situations as outlined in paragraph 3e. It is a means for employees to continue work operations and maintain productivity during such situations. (*See guidance on the use of unscheduled telework in GSA Dismissal and Closure Procedures*.) Instances of unscheduled telework are considered emergency telework and must be recorded in GSA's electronic time and attendance system.
- p. Weather and Safety Leave. The Administrative Leave Act of 2016 (the Act), created four new categories of leave, including weather and safety leave (5 U.S.C. 6329c). The Act provides Federal agencies with the authority to "approve the provision of leave to an employee or a group of employees without loss or reduction in the pay of the employee or employees, leave to which the employee or employees are otherwise entitled, or credit to the employee or employees for time or service only if the employee or group of employees is prevented from safely traveling to or performing work at an approved location due to (1) an act of God; (2) a terrorist attack; or (3) another condition that prevents the employee or group of employees from safely traveling to or performing work at an approved location."
- (1) Weather and safety leave will not be provided to a telework-ready employee who is not prevented from working safely at an appropriate alternative worksite.
- (2) GSA may consider providing weather and safety leave to a telework-ready employee in exceptional situations, including (a) when in the agency's judgment the telework-ready employee could not have reasonably anticipated the emergency condition and does not have the necessary equipment at the appropriate alternative worksite, or (b) when the home or other appropriate alternative worksite of a telework-ready employee is also affected by the event such that the employee is prevented from safely teleworking there (such as a power or Internet service outage).

4. <u>Responsibilities</u>. The following officials and components are responsible for administering this policy in accordance with the appropriate statutes and regulations:

a. Telework Managing Officer (TMO) will:

- (1) Advocate telework;
- (2) Develop and implement policy related to agency telework programs;
- (3) Provide expertise and guidance to agency leadership;
- (4) Serve as the primary senior level agency point of contact for OPM on telework matters; and
 - (5) Serve as a resource for managers and employees on telework matters.

b. Agency Telework Coordinator will:

- (1) Serve as a point of contact with OPM and provide advocacy, implementation support, and data collection on implementation of this policy, at the agency level;
 - (2) Provide information to and receive support from the TMO.

c. Local Telework Coordinators will:

- (1) Serve as points of contact providing advocacy, local telework implementation support, and data collection on implementation of this policy, at the Regional, Service, or Staff Office level:
- (2) Provide information to and receive support from the agency telework coordinator and the TMO.

d. Office of Human Resources Management (OHRM) will:

- (1) Ensure that all GSA employees and supervisors are aware of the opportunity for telework and the parameters for implementing telework as outlined in this policy, for new and current employees;
- (2) Provide guidance, support, and evaluation to support fair and consistent implementation of this policy;
 - (3) Provide training for employees and supervisors; and
 - (4) Administer internal controls including reporting to ensure compliance with this

policy.

e. Heads of Services and Staff Offices (HSSOs) will:

- (1) Have the delegated authority to implement telework within their organizations in accordance with this policy;
 - (2) Delegate this authority further if required.

f. Supervisors will:

- (1) Meet with the employee to share position categorization and obtain input on telework and/or remote work participation, as applicable;
- (2) Make final determinations in regard to telework schedules and remote work participation;
- (3) Prepare a plan, in collaboration with the employee, for returning the employee to telework eligibility when telework is denied or suspended on a temporary basis, based on such reasons as outlined in paragraph 5b(4);
 - (4) Ensure that all new employees complete the following:
 - (a) Required telework training; and
- (b) Submit appropriate agreement in the GSA-approved telework and remote work agreement system within 60 days of entrance on duty;
 - (5) Ensure that all employees complete the required biennial refresher training;
- (6) Approve the appropriate agreements in the GSA-approved telework and remote work agreement system, by:
- (a) Reviewing and discussing submitted telework and remote work agreements within 20 days of their submission;
- (b) Ensuring that the telework and remote work agreements reflect the arrangement, are modified and re-submitted as necessary, and are approved within 30 days of the original submission; and
- (c) Ensuring that employee participation in telework and/or remote work is suspended in the event an approved telework and/or remote work agreement is not in place.
 - (7) Treat all employees (whether teleworking, working remotely or not) the same in

actions involving managerial discretion, including but not limited to:

- (a) Equitable distribution of assignments among all employees in the work unit;
- (b) Management and evaluation of employees' performance consistently and in alignment with GSA's performance management policy and the performance expectations identified in their performance plans; and
- (c) Use of appropriate work tracking and communication tools. GSA will not determine, at the agency level, specific communications practices, but encourages individual organizations to consider what types of communication work best in support of individual and organizational performance, utilizing the many tools available to GSA employees;
- (8) Ensure all work locations support individual, team, and organizational performance, as part of overall performance management. This includes the authority to deny an employee's selection of an appropriate alternative worksite if, in the supervisor's opinion, the selected location is not business-appropriate and/or fails to provide a working environment compliant with the conditions outlined in paragraph 3b of this policy;
- (9) Work with all employees to ensure that work locations do not place a burden or hardship on other employees;
- (10) Review time and attendance information submitted by employees or timekeepers to ensure accuracy, including correct coding of telework and remote work participation in accordance with GSA's Time & Leave Administration Policy;
- (11) Review transit subsidy applications submitted by employees to ensure they accurately reflect telework participation and work schedule; and
 - (12) Manage work in accordance with the Fair Labor Standards Act (FLSA).

g. Employees will:

- (1) Accomplish work assigned regardless of work location;
- (2) Understand that telework and remote work are in fact an official duty status, and that all employment rules remain in effect;
- (3) Provide input to supervisor on the telework schedule and/or remote work participation based on position categorization;
 - (4) Adhere to the mutually agreed upon decisions on telework participation,

schedules, and frequency, and the terms of the approved telework agreement;

- (5) Adhere to the mutually agreed upon decisions on remote work participation and the terms of the approved remote work agreement;
- (6) Complete mandatory biennial telework refresher training, regardless of their eligibility for telework or decision to telework or decline to telework. Failure to complete biennial telework training will result in discontinuation of telework until such training is completed. New employees must complete mandatory telework training within 60 days of their entrance on duty;
- (7) Submit the appropriate agreement in the GSA-approved telework and remote work agreement system, on a biennial basis, regardless of eligibility for telework or decision to telework or decline to telework;
- (8) Submit a telework and/or remote work agreement in the GSA-approved telework and remote work agreement system within 60 days of entrance on duty;
- (9) Revise and resubmit telework and remote work agreements in the GSA-approved telework and remote work agreement system to reflect any changes requested by supervisor, so that the supervisor is able to approve the agreement;
- (10) Submit updated telework and/or remote work agreements in the GSA-approved telework and remote work agreement system to reflect changes that occur prior to the biennial recertification, including change in position, organization, and/or duty station;
- (11) Safeguard secure materials, including PII, in accordance with Office of Management and Budget (OMB) M-06-19 and <u>GSA Privacy Act Program</u>;
- (12) Ensure that the appropriate alternative worksite provides appropriate information technology (IT) connectivity and security infrastructure in support of the work;
- (13) Acknowledge that supervisors retain the authority to deny an employee's selection of a particular alternative worksite location if, in the supervisor's opinion, the selected location is not business-appropriate and/or fails to provide a working environment compliant with the conditions outlined in paragraph 3b of this policy;
- (14) Meet individual, team, and organizational requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration, as required by the supervisor;
- (15) Maintain flexibility and responsiveness to the needs or requirements of the supervisor, employing organization, work team, and customers. As with all work,

employees are accountable for required individual contributions to the efforts of their work team, and must communicate and collaborate as appropriate or directed with team members, ensuring that telework supports the work of the team and does not result in diminished individual, group/team, or organizational performance;

- (16) Report to the agency worksite, or other required location, pursuant to agency needs, for all or part of the workday during which they would otherwise telework or work remotely, as required by management;
- (a) Instances of cancelled or interrupted telework require appropriate advance notice to the employee, as outlined in the telework agreement. Such instances do not:
 - 1. Constitute a termination of the telework arrangement, or
 - 2. Entitle the employee to a "replacement" or "in lieu of" telework day.
- (b) Prior to approval of the telework or remote work agreement, the employee and supervisor should discuss how much advance notice is appropriate. The discussion should consider individual circumstances, including the travel distance, commute time, and availability of public transit. The GSA-approved telework and remote work agreement system will "default" to a 2-hour advance notice unless otherwise updated by the supervisor;
- (17) Understand and act in accordance with the <u>GSA Dismissal and Closure</u> <u>Procedures</u>, to include:
 - (a) Being familiar with operating status announcements;
- (b) Preparing and planning ahead, including taking necessary equipment such as laptops to the appropriate alternative worksite, when severe weather or other emergency situation can be anticipated;
- (c) Notifying the supervisor of employee status when an operating status announcement is made; and
- (d) Accurately reporting and accounting for work time in GSA's electronic time and leave administration system;
- (18) Accurately record telework and remote work participation in GSA's electronic time and leave administration system, or ensure that timekeepers accurately record participation based on local timekeeping procedures;
- (19) Ensure individual application for transit subsidy accurately reflects telework participation and work schedule. Applications must reflect anticipated telework days and

not include requests for transit subsidy for those days. Remote workers are not eligible for participation in GSA's Transit Subsidy Program;

- (20) Work with supervisors to ensure that no work, regardless of the location from which it is performed, will place added burdens or hardship on other employees; and
- (21) Follow established office practices, agency policies, and laws for requesting and obtaining approval of leave, overtime, or any change to the work schedule.
- 5. <u>Union Representatives</u>. Union representatives who telework or work remotely while performing union activities are responsible for adhering to applicable policies and negotiated agreements consistent with their performance of union activities at the agency or appropriate alternative worksite.

6. Eligibility.

- a. Employees are eligible to telework and remote work pursuant to position categorization, without diminished individual, team, or organization performance, with the exceptions outlined in subparagraph 6b below. Supervisors are required to make telework determinations based on appropriate business needs.
- b. In certain specific situations based on the criteria below, the following positions or employees may be identified as ineligible for telework:
 - (1) Employees in positions that require, on a daily (every work day) basis,:
 - (a) Direct handling of secure materials determined to be inappropriate for telework by HSSOs or designees. Secure materials are those materials:
- 1. For which there exists a written policy (at the government, agency, or organizational level) restricting the use/access outside of a specific government installation or area within a government installation; and/or
- 2. For which appropriate mitigating IT security measures do not exist and which may also include PII.
- (ba) Onsite work activity that cannot be handled remotely or at an appropriate alternative worksite, e.g., positions that are full-time customer-facing positions.
- (cb) In emergency or other unforeseen situations, an employee in such a position as defined in 6b(1)(a) and 6b.(1)(b) may be authorized to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to, self-paced and/or online training.
 - (2) Employees will be identified as ineligible for telework and remote work under

any circumstance for conduct resulting in the employee being officially disciplined (i.e., a warning, reprimand, suspension, or removal) for:

- (a) Being absent without leave (AWOL) for more than five (5) days in any calendar year (by statute); or
- (b) Violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties .
- (c) Employees disciplined for conduct identified in paragraph 6b(2) are ineligible for telework under any circumstances, including emergency situations such as continuity activation. In such cases the employee must report to their regular official agency worksite or, with supervisory approval, be provided with alternative officing in an agency location or, if neither is feasible, placed on administrative leave until such time as official alternative officing in an agency or other Federal location is available.

7. Denials, Suspensions, or Limitations.

- a. Supervisors are responsible for making final determinations regarding employee participation in telework that are consistent with individual performance, team, and organizational work requirements. This includes alternative work schedules (AWS), telework and/or remote work.
- b. Supervisors may deny, suspend, or limit telework and/or remote work participation for individual employees on a permanent or temporary basis based on business needs that include, but are not limited to:
- (1) Business and/or customer requirements, including appropriate office coverage;
 - (2) Lack of employee responsiveness/accountability while teleworking and/or working remotely;
- (3) Receipt of final disciplinary action (i.e., warning, reprimand, suspension, or removal) within the past calendar year;
- (4) Telework has been demonstrated to have resulted in diminished individual, work team, or organizational performance;
- (5) Disciplinary action for time and attendance issues and/or AWOL (of less than 5 days) within the past calendar year;
 - (6) For supervisory employees, ineffective management of subordinate staff.

- c. Supervisors should consult with their servicing employee relations specialist when making determinations regarding denial, suspension, or limitation of telework participation.
- d. When the denial, suspension, or limitation of telework is anticipated to be on a temporary basis, the supervisor, in consultation with their servicing employee relations specialist and the employee, must prepare and document a plan designed to improve the telework-related performance.
- e. The limitations on eligibility even in emergency or other unforeseen situations set forth in paragraph 6 are not intended to constitute an exhaustive listing of all of the possible reasons for limiting, temporarily suspending, or restricting telework.

8. Recruitment.

- a. All GSA job announcements must indicate whether the position is eligible for telework, based on the criteria in paragraph 5. If a position is categorized as "Offsite," the vacancy announcement must indicate whether the official worksite/duty location is:
- (1) negotiable after the selection (i.e., official worksite/duty location is the residence of the selectee), or
- (2) must be in one of several potential official worksites/duty stations (for example, a regional office city).
- If (2), the potential official worksites/duty stations must be listed in the announcement. The selectee's worksite/duty location must be one of the listed locations and may not be altered after a selection is made.
- b. A request by the selected employee to initiate a new remote work agreement at a different official worksite/duty station may not be considered until the employee has been in the position at the original worksite/duty station for a minimum of 90 days.

9. Telework.

General terms.

(1) Telework is voluntary except in certain emergency situations. Employees are usually not required to telework. An exception to this may be in response to emergency situations as defined in paragraph 3e and outlined in paragraph 6b. Eligible employees (see paragraph 6) may:

- (a) Choose to telework;
- (b) Decline to telework (except in specific emergency situations);
- (c) Select the appropriate alternative worksite(s) from which to telework in accordance with paragraph 3b; and
- (d) Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite as outlined in paragraph 6b.
- (2) The appropriateness of telework and the frequency of telework is based on a mutually agreed upon decision between the supervisor and the employee.
- (3) Telework is work time (i.e., hours of duty) and is not to be used for any purposes other than performance of official duties.
- (4) For covered positions, work must be supervised in accordance with the Fair Labor Standards Act (FLSA).
- (5) Telework hours must be documented correctly, using the appropriate telework code in GSA's electronic time and attendance system. Hours teleworked must be recorded as outlined in the definition of "types of telework" in paragraph 3n.
 - b. <u>Telework in emergency situations/use of unscheduled telework</u>.
- (1) <u>GSA's Dismissal and Closure Procedures</u> are consistent with OPM's Governmentwide Dismissal and Closure Procedures. Employees are responsible for following the GSA guidance which provides guidance on the following:
 - the use of unscheduled telework;
 - definitions of emergency employees and telework-ready employees;
 - pay and leave information;
 - expectations when Federal offices are open and when Federal offices are closed; and
 - expectations related to dismissal and closure procedures.
- (2) Telework-ready employees as defined in paragraph 3n are required, when there is an announcement of an operating status under which Federal offices are closed, to telework, take leave or other time off, or reschedule their alternative work schedule, as outlined in the <u>GSA Dismissal and Closure Procedures</u>.
 - (3) Employees determined to be ineligible based on the criteria outlined in

paragraph 6b(1) may, in emergency or other unforeseen situations, be required to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to, self-paced and/or online training.

c. Telework Agreement.

- (1) All employees must have a telework agreement approved through the GSA-approved telework and remote work agreement system before they will be eligible to telework for any reason.
- (2) The telework agreement must be approved in the GSA-approved telework and remote work agreement system by the employee's supervisor within 60 days of an employee's entrance on duty.
- (3) Telework agreements must reflect the current agreement between the employee and their supervisor.

10. Remote Work.

a. General Terms.

- (1) The official worksite/duty station of a remote worker is the appropriate alternative worksite (typically the employee's home), pursuant to paragraph 3g and may or may not be within the same region as the agency worksite.
- (2) Remote Workers are entitled to travel reimbursement if required to travel to the agency worksite, pursuant to GSA policy, <u>OAS 5700.1A OAS Temporary Duty (TDY)</u> <u>Travel Policy</u>.
- (3) Remote work must be recorded in GSA's electronic time and attendance system.
- (4) Remote Workers are not eligible for participation in GSA's Transit Subsidy Program.
- (5) Remote Workers must follow the requirements and the responsibilities in <u>ADM</u> 2430.1A The U.S. General Services Administration Continuity Program and <u>ADM</u> 2430.3 The U.S. General Services Administration Emergency Management Program when the GSA Administrator activates the COOP Plan for a continuity event or when an emergency is declared.
- b. <u>Remote Work Agreement</u>. A remote work agreement is required for all remote work arrangements for more than 120 days in duration.

- c. <u>Remote Work Analysis Tool</u>. The Remote Work Analysis Tool (Appendix C) is required when an employee is requesting to work remotely outside of their current locality pay area for a short- or long-term arrangement. Supervisors are responsible for ensuring that the Remote Work Analysis Tool is accurately completed to include:
- (1) Reviewing the position categorization to ensure that the duties of this position can successfully be performed offsite.
- (2) Ensuring that employees requesting remote work (employees not selected from job announcements that were advertised as remote work) have been in their current position at the advertised agency worksite for a minimum of 90 days prior to consideration of a remote work request.
- (3) Determining the direct costs and/or savings of a remote work arrangement as required in the Remote Work Analysis Tool (Appendix C).
- (4) Providing justification for arrangements resulting in direct cost to GSA. Remote work that would result in greater cost to GSA than if the employee were located outside of the current locality pay area must include the organization's justification, demonstrating that the benefits of the agreement to the organization outweigh the direct costs. The justification should include all background information pertinent to the benefits of establishing the remote work, and may reflect:
 - (a) Savings in transit subsidy costs (if applicable);
- (b) Proximity of the official worksite/duty station to customers/necessary work locations:
- (c) Enhancing an organization's ability to recruit or retain talent. Those costs will be reviewed in the same manner as Recruitment, Retention, or Relocation (3R) incentives. Such a justification may include the following:
- 1. The particular requirements of the position being filed, and how they contribute to difficulty in hiring or retaining quality candidates;
- 2. Labor market factors that may affect the ability to attract and retain quality candidates at the agency worksite;
- 3. The potential use of incentives (e.g., 3R incentives) in lieu of a remote work arrangement to address recruitment or retention issues and the costs of such incentives compared to the cost of a remote work arrangement;
- 4. Negative impact to agency, customers, or business productivity if the position were to become vacant;

- 5. Support of sustainability program targets or goals;
- 6. Justification for establishment of remote work arrangements for current employees shall also include:
- a. The likelihood that the employee will depart the agency (e.g., relocation of spouse, job offer) absent a remote work arrangement; and
- b. The unique qualifications or positive attributes (e.g., consistently superior performance) of the employee.
- d. <u>Approval of Remote Work Analysis Tool</u>. All Remote Work Analysis Tools, regardless of the potential financial impact, must be approved by:
- (1) The employee's chain of command, defined as the immediate supervisor through Regional Commissioner (RC), or Assistant Commissioner, or equivalent (SES level) in Staff Offices. All requests must be submitted to the servicing HR Director for action (concurrence or denial) by the chain of command within 20 work days of the initial request from the employee for consideration of the remote work arrangement;
- (2) The servicing HR Director. Requests approved by the chain of command require action (concurrence or denial) by the servicing HR Director within 7 work days of their receipt of the request; and
- (3) Requests approved by the servicing HR Director require action (concurrence or denial) of the CHCO or designee(s) within 21 work days of their receipt of the request.

e. Termination of remote work.

- (1) Remote work may be terminated if management determines that termination is necessary due to changing business or organizational needs, or other mission/business reasons. In this instance, the affected employee will be offered a position at the same grade and pay in the commuting area of the current official worksite/duty station or will be offered the opportunity to move to the agency worksite.
- (a) If the employee accepts an offer to move, relocation costs will be paid by GSA in accordance with regulation.
- (b) If there is no suitable position available in the local commuting area, or the employee declines a suitable position and the offer to move to the agency worksite,

management will propose the employee's removal for failure to accept a management-directed reassignment outside the commuting area in accordance with applicable regulations, policies, and collective bargaining agreements. The employee will be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the GSA Career Transition Assistance Plan (CTAP). In addition to transition services, CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified.

- (2) Remote work may be suspended by management for a limited period to address performance issues. Managers considering suspension of a remote work arrangement will consult with their servicing HR office before taking any action, including determining whether the remote worker will work from the closest GSA office or the agency worksite.
- (3) Remote work may be terminated by management at any time when it can be demonstrated that the work arrangement has contributed to performance that falls below the fully successful level, or to misconduct as outlined in HRM 9751.1, Maintaining Discipline. The policy identifies specific instances of misconduct that require the termination of a telework agreement. Managers who are considering termination of a remote work arrangement will consult with their servicing HR office before taking any action. When the decision is made to terminate the remote work arrangement, the employee will be directed to report to their agency worksite or may be offered a position at the same grade and pay within the commuting area of the employee's current official worksite/duty station.
- (a) If the employee accepts an offer to move to the agency worksite, any relocation expenses will be paid by the employee.
- (b) If the employee declines to move to the agency worksite, management will propose the employee's removal for failure to accept a management-directed reassignment outside of the commuting area, in accordance with applicable regulations, policies, and collective bargaining agreements. The employee, if eligible, may be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the GSA CTAP. CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified. An employee must have a current performance rating of at least fully successful to qualify for the selection priority provisions of CTAP.
- 11. <u>GSA-approved Telework and Remote Work Agreement System</u>. The GSA-approved telework and remote work agreement system combines the Telework and Remote Work Agreements into a single agreement that adapts as users respond to

questions about their telework situation. Upon approval, the system will generate copies of the approved Telework Agreement and Remote Work Agreement, as appropriate. The system allows employees to modify and recertify their Telework and Remote Work Agreements.

12. Biennial Recertification of Telework and Remote Agreements.

- a. All employees must recertify and/or update telework agreements through the GSA-approved telework and remote work agreement system on a biennial basis.
- b. Remote Workers must biennially recertify and/or update remote work agreements through the GSA-approved telework agreement system.
- c. In addition to the biennial recertification, telework and remote work agreements must be updated when an employee changes position, organization, and/or duty station.

13. Continuity Plan and Business Continuity Plan.

- a. GSA is fully dedicated to leveraging telework and remote work capabilities to augment, when feasible, continuity of operations and emergency efforts under the Presidential Policy Directive 40 (PPD-40), and Federal Continuity Directives 1 and 2. The use of telework and remote work shall be situation specific in accordance with ADM 2430.1A GSA Continuity Program, and ADM 2430.3 Emergency Management Program. Due to the nature of GSA's mission, certain functions must be performed in disaster areas or at dedicated continuity facilities.
- b. The Orders listed in paragraph 12a above supersede all other guidance provided within the GSA Telework and Remote Work Policy during any period that GSA is operating under a continuity activation or emergency disaster.

14. Safety.

- a. When teleworking or working remotely, the condition, safety, and security of the appropriate alternative worksite are the responsibility of the teleworker or remote worker. Teleworkers and remote workers are strongly encouraged to evaluate the space to ensure that it is safe and appropriate for the intended teleworking activity.
- b. While in the act of performing official duties at an appropriate alternative worksite, teleworkers and remote workers may, depending on the facts, be covered by the:

- (1) Military Personnel and Civilian Employees Claims Act of 1964, as amended (31 U.S.C. 3721);
 - (2) Federal Tort Claims Act (28 U.S.C. 2671-2680);
 - (3) Federal Employees' Compensation Act (FECA), 5 U.S.C. Chapter 81.
- 15. <u>Reasonable Accommodation</u>. Based on the situation, the agency may determine that telework or remote work is an appropriate reasonable accommodation (out of several forms of reasonable accommodations) to address an employee's work limitation(s). Employees seeking a reasonable accommodation are required to follow procedures outlined in GSA policy, <u>HRM 2300.1 CHGE 1 Policy and Procedures for Providing Reasonable Accommodation for Individuals with Disabilities</u>.

16. Information Technology (IT).

- a. Reference OAS 9900.1A, Government Furnished Information Technology (IT) Equipment for Use Outside GSA Agency Worksites, regarding issuance of government equipment for telework and remote work purposes.
- b. GSA employees are responsible and accountable for reading, understanding, and complying with <u>Incident Response (IR) [CIO IT Security 01-02]</u>.
- c. Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security, and effective utilization of the Government property, including computers and related equipment they use to perform official duties (see 5 C.F.R. §§ 2635.101(b)(9) and 2635.704(a)).
- d. The Office of GSA IT Local Support will not provide equipment installation outside an agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an agency worksite (or by remote control) by GSA IT Local Support. If additional maintenance or repair is required, the teleworker may be required to:
 - (1) Bring the GSA-provided equipment to an agency worksite; or
- (2) Ship the product as directed by the GSA IT Service Desk to a location where an IT technician can provide complete support for the device.
- e. Issuance of equipment such as cellular phones, smartphones, or other mobile devices is based on job requirements. Employees whose jobs require such equipment must request it through a GSA Service Catalog request.

- f. Employees may use non-GSA provided computers and peripherals (printers, etc.) subject to the restrictions in CIO Order 2100.1M and the information provided on the GSA InSite Telework Technology Tips page. Employees using non-GSA provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support and will not troubleshoot or repair non-GSA provided equipment.
- g. Employees may request that printer driver software be installed on their GSA laptop via a Service Desk ticket to enable them to use non-GSA provided printers while teleworking or working remotely.
 - h. Network communication lines for teleworkers and remote workers:
- (1) Teleworkers and remote workers whose positions require access to GSA electronic files or business applications are expected to personally provide internet service at the appropriate alternative worksite.
- (2) If high-speed internet service is not available at the appropriate alternative worksite, and lack of availability would adversely affect the employee's ability to perform the job, telework will not be an option unless and until high-speed internet service or an appropriate alternative can be identified in coordination with the supervisor and local IT manager.
- (3) "Tethering" (connecting a computer to a cell phone to access the internet using the cellular network) is acceptable on an occasional, ad-hoc basis, but not as a daily/regular means of accessing the internet.

i. IT security requirements:

- (1) IT security requirements defined in GSA Orders <u>CIO 2100.3C Mandatory</u> <u>Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities, CIO 2104.1B CHGE 1 GSA Information Technology (IT) General Rules of Behavior, and <u>CIO 2100.2C GSA Wireless Local Area Network (WLAN) Security</u> apply to telework or remote work. Teleworkers and remote workers are responsible for complying with these policies, regardless of where this equipment is used, including appropriate alternative worksites.</u>
- (2) Any GSA-provided IT device or electronic media discovered lost or stolen must be immediately reported to the appropriate Information System Security Officer (ISSO) or the employee's regional IT Manager, as stipulated in the Incident Response (IR) [CIO IT Security 01-02]. If the incident occurs outside of business hours, initial notification should be to the GSA IT Service Desk. This immediate notification is vital to ensure that appropriate agency personnel are aware of the

potential data breach, as well as to attempt to recover the lost or stolen GSA IT asset.

- (3) Only GSA employees and authorized contractors are allowed to use GSA-provided computers or to connect to the GSA network via a GSA remote access connection. GSA employees may not allow any unauthorized personnel (including family members or friends) to use a GSA-provided computer or to connect to the GSA network via any means.
- j. The IT Security documents referenced above can be found at the <u>GSA IT Security</u> website: https://insite.gsa.gov/portal/category/534722.

17. Evaluation and recordkeeping.

- a. OHRM will provide updates from appropriate GSA tracking tools as appropriate reflecting approved and pending telework and remote work agreements.
- b. OHRM will prepare and submit annual reports to OPM regarding telework as required.
- c. OHRM will conduct periodic accountability reviews of telework and remote work to analyze use, policy compliance, and the degree to which telework and remote work are supporting agency requirements.
 - d. OHRM will maintain all telework and remote work data and records.

Appendix A. Telework Agreement

TELEWORK AGREEMENT

(See Privacy Act Statement on Page 3)

Telework Agreements will be completed electronically using GSA's approved telework and remote work agreement system. The system merges Telework and Remote Work Agreements into a single agreement that adapts as users respond to questions about their telework/remote situation. This representation indicates the telework data elements included in the electronic form.

			Section 1 - Gene	eral Information	
1.	Employee Name	Last Name		First Name	Middle Initial
2.	Date Agree	ment Submitted	3. Service or Staff Office	e	4. Office Symbol
5.	6. Employee Business Telephone Number 7. Employee Email Address				
8.	First Line So	upervisor	Supervisor Business Telephone Number	10. Supervisor Email Address	
11.	To be com	pleted by manageme	ent: This position is Tele	ework Eligible Yes No	
	If "No", give	e reason: Secu	red Materials On-site	e Activity Other	
	N-1400	Sectio	n 2 - Certification of Suc	cessfully Completing Training	
12	. I understar	nd I am required to c	omplete mandatory telewo	ork training.	
			Section 3 - E		
(To be completed by the employee) 13. I would like to telework.					
	If "Yes" skip item 14, and go to item 15. If "No" goto item 14. ☐ Yes ☐ No				
14.	4. I understand my choice to decline telework in Item 13 above does NOT preclude me from being telework-ready and required to telework (or take leave or other time off, or reschedule my alternate work schedule (AWS) i.e., compressed work schedule (CWS) or flexible work schedule (FWS)) in certain emergency situations, as outlined in items 20 and 21 below and in GSA's Telework and Remote Work Policy.		e (AWS) i.e.,		
Skip items 15, 16, and 17. Goto item 18.					
15.	Schedule:				
Routine Telework - telework performed as part of a previously approved, ongoing, and regular schedule. The agreed upon schedule is a maximum of days per pay period. Situational Telework - telework approved on a case-by-case basis, where the hours worked were NOT part of prevously approved, ongoing, and regular telework schedule. Examples include telework to accommodate scheduling issues such as appointments or special work assignments away from the office. Situational telework is sometimes also referred to as episodic, intermittent, or ad-hoc telework. Remote work - telework performed on a full-time basis by an employee who does not report to the agency worksite at least two times a pay period on a regular and recurring basis (e.g., employee works from home full-time). A remote worker's official worksite/duty station is an appropriate alternative worksite, often the employe residence.			r schedule. The		
			ccommodate		
			s from home full-		
16	5. I acknowledge there may be situations when I will be required to report to the Agency worksite during an otherwise planned telework day.			uring an otherwise	
17.	The employ	yee's supervisor and an otherwise plann	d employee agree in the e	vent the employee is required to report to hours of advance notice will be given to	

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Appendix A. Telework Agreement

18.	I understand the laws, rules, regulations, and Agency policies which govern time and attendance, leave, compensatory time, and overtime remain in effect regardless of whether I am working at an Agency worksite or from an appropriate alternative worksite (e.g. my home). Specifically:			
	 Technology and devices which permit me to work from a remote location such as my home (including laptop computers, email, smartphones, and remote computing programs) are for use for Agency business only during my authorized duty hours. Agency policies permitting reasonable personal use of Agency equipment and information technology systems apply when I am teleworking. 			
	 Agency policy requires I obtain my supervisor's approval in writing before I work overtime. The requirement applies when I am teleworking. I am not permitted to work overtime unless it is authorized and approved in advance by my supervisor. 			
19.	I have the necessary Information Technology (IT) tools, equipment, and training to meet the definition of a telework ready employee, pursuant to GSA's Telework and Remote Work Policy. Telework ready employees may or may not be emergency employees.			
20.	I understand my responsibilities as a telework ready employee under GSA's Dismissal and Closure Procedures.			
	☐ Yes ☐ No			
1)-	Employee Certification			
	irm I have read and understand the GSA Telework and Remote Work Policy and this Telework agreement and will k in accordance with all provisions of this Telework agreement and Agency policy, including:			
	• Ensuring my appropriate alternative worksite is safe, secure, and suitable for teleworking activities;			
	 Providing at no cost to GSA Internet access to access resources; 			
	Securing and safeguarding GSA furnished equipment;			
	• Working at a satisfactory level to meet my performance and development objectives;			
	 Meeting my personal, organizational, and work team requirements; 			
	• Adhering to appropriate requirements outlined in GSA's Dismissal and Closure Procedures; and			
	• Documenting my participation in telework in accordance with established timekeeping procedures.			
or r	This telework agreement is subject to all agency guidelines, rules and policies. I understand the agreement may be used or reviewed by management and local telework coordinators for the purpose of implementing agency policy and assessing GSA's Telework Program.			
Fm	ployee Signature: Date:			
-	s: Upon completion of Sections 1, 2, and 3, the Agreement "auto flows" to supervisor for review and approval and initial of concurrence of Item 15 above.			
	Section 4 - Supervisor Info			
	(To be completed by the employee's supervisor)			
21.	The employee is temporarily ineligible to telework			
	If "No" skip to Item 24.			
22.	Reason: Organizational Requirements Performance or Conduct Other			
23.	The employee has been designated as temporarily ineligible for telework. GSA's Telework and Remote Work Policy requires implementation of a plan to resume or establish telework eligibility. Describe the plan, including timeframe and specific actions (<i>training</i> , <i>etc</i>).			

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Appendix A. Telework Agreement

24. The employee's position is ineligible for telework as identified in the 16	elework Enhancement Act of 2010.
	Yes No
25. The employee is permanently ineligible for telework as identified in the	ne Telework Enhancement Act of 2010.
	☐ Yes ☐ No
Permanent Ineligibility is defined as positions or employees identified as ineconduct resulting in the employee being officially disciplined with a warning	ng, reprimand, suspension, or removal for:
 Being absent without leave (AWOL) for more than five (5) days in ar 	
 Violations of subpart G of the Standards of Ethical Conduct for Empl downloading, or exchanging pornography, including child pornograp while performing Federal Government duties. 	
Supervisor Certification	
I affirm I have read and understand the GSA Telework and Remote Work I work in accordance with this telework agreement and Agency policy, and v based on participation in telework for purposes of all decisions involving m	will refrain from treating employees differently
 Distribution of assignments, 	
 Use of appropriate work tracking and communication tools, and 	
 Performance management. 	
This telework agreement is subject to all agency guidelines, rules and polic or reviewed by management and local telework coordinators for the purpos assessing GSA's Telework Program.	
Supervisor Signature:	Date:
Privacy Act Statement	
The information being collected on this form is subject to the Privacy Act of set at 5 U.S.C. Section 552a. The form is used to collect data from GSA expursuant to GSA Directive HRM 6040.1A and Public Law 106-346, § 359 condocument position telework eligibility and facilitate implementation of individual forms.	employees entering into telework agreements of October 23, 2000. The information is used t vidual telework arrangements. The information

set at 5 U.S.C. Section 552a. The form is subject to the Privacy Act of 19/4 as amended per the United States Code set at 5 U.S.C. Section 552a. The form is used to collect data from GSA employees entering into telework agreements pursuant to GSA Directive HRM 6040.1A and Public Law 106-346, § 359 of October 23, 2000. The information is used to document position telework eligibility and facilitate implementation of individual telework arrangements. The information may be disclosed to appropriate Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations or prosecutions; to the U.S. Office of Personnel Management or the U.S. Government Accountability Office for program evaluation; to a Member of Congress or staff in response to a request for assistance by the employee of record; to another Federal agency or to a court under judicial proceedings; and to an expert, consultant, or contractor of GSA when needed to further the implementation and operation of this program. Furnishing the information on this form is voluntary.

Appendix B. Remote Work Agreement

REMOTE WORK AGREEMENT Remote Work Agreements will be completed electronically using GSA's approved telework and remote work agreement system. The system merges Telework and Remote Work Agreements into a single agreement that adapts as users respond to questions about their telework/remote situation. This representation indicates the remote work data elements included in the electronic form. Part A. Remote Work Data 1. Select: 2. Select: Short-Term Arrangement Long-Term Arrangement - to be New Arrangement (more than 120 days but less than a year) recertified and updated bi-annually Modification/Recertification Duration: through Part B. Employee Data Last Name First Name Middle Initial 1. Employee Name 3. The official worksite/duty station is within the same 2. Official Worksite/Duty Station of the remote work (include complete street address): commuting area as the agency worksite: No Are you requesting to relocate outside of your current locality pay area? Note: If employee is not relocating outside of the current locality pay area, the agreement 'auto flows' to Certification Yes ☐ No Part C. Position Data These data elements are populated by the GSA-approved telework and remote agreement system 1. Employing Office 2. Agency Worksite 3. Position Title and Series 4. Grade 5. Step 6. Supervisory Status Part D. Cost Analysis (from completed Remote Work Analysis Tool - GSA 3703) The Remote Work Analysis Tool (GSA 3703) has been completed and approved for remote work. Yes ☐ No Salary Difference (from Part D Line 5 of Analysis Tool) Annual Planned/Cost Savings to Travel to the Agency Worksite (from Part E Line 11 of Analysis Tool) Total Additional Costs/Savings (from Part F of Analysis Tool) Overall Cost/Savings of Remote Work (from Part G Line 1 of Analysis Tool) Percentage Above/Below Current Official Worksite/Duty Station Cost for Remote Work (from Part G Line 2 of Analysis Tool)

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Appendix B. Remote Work Agreement

	Part E. Certification			
	understand I am responsible for submitting a new remote work agreement if I relocate outside of my current locality pay ea and failure to do so may impact my pay.			
lo	certify I am not receiving transit benefits as a remote worker.			
	☐ Yes ☐ No			
	Remote Work Agreements			
1.	The remote worker is entitled to travel reimbursement if required to travel to the agency worksite, pursuant to GSA policy, OAS 5700.1A - Temporary Duty (TDY) Travel Policy.			
2.	The remote worker is responsible for recording his or her remote work appropriately in GSA's electronic time and attendance management system. Remote work should be recorded as Code 093.			
3.	The remote worker is not eligible for participation in GSA's Transit Subsidy Program, which is established to offset the costs of commuting to and from a GSA office.			
4.	The remote worker is a telework-ready employee and responsible for adhering to GSA Dismissal and Closure Procedures.			
5.	The remote work agreement will be recertified on a bi-annual basis.			
6.	The remote worker is responsible for updating their remote work agreement when there is a change in position, change in organization, and change in duty station (for remote worker duty station is typically home address)			
7.	The remote worker is responsible for submitting a new remote work agreement if the remote worker relocates outside of their current locality pay area. Failure to submit a new remote work agreement may impact a remote worker's pay.			
8.	In addition to the bi-annual recertification outlined above, remote work may be terminated at any time as follows:			
a. Remote work may be terminated if management determines that termination is necessary due to chan business or organizational needs, or other mission/business reasons. In this instance, the affected embe offered a position at the same grade and pay in the commuting area of the current official worksite/or will be offered the opportunity to move to the agency worksite. In addition to transition services, the GSA Career Transition Assistance Plan (CTAP) provides selection priority for positions announced wit employee's commuting area, for which the employee applies and is well-qualified.				
	(1) If the employee accepts an offer to move, relocation costs will be paid by GSA in accordance with regulation.			
	(2) If there is no suitable position available in the local commuting area, or if the employee declines a suitable position and the offer to move to the agency worksite, management will propose the employee's removal for failure to accept a management-directed reassignment outside the commuting area in accordance with applicable regulations, policies, and collective bargaining agreements. The employee will be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the CTAP. In addition to transition services, CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified.			
	b. Remote work may be terminated by management at any time as a result of performance or misconduct as outlined in CPO 9751.1 - Maintaining Discipline. The GSA Telework and Remote Work Policy identifies specific instances of misconduct that require the termination of a telework agreement. Managers who are considering termination of remote work will consult with their servicing HR office before taking any action. When the decision is made to terminate remote work, the employee will be directed to report to his or her agency worksite or may be offered a position at the same grade and pay within the commuting area of the employee's current official worksite/duty station.			
	(1) If the employee accepts an offer to move to the agency worksite, any relocation expenses will be paid by the employee.			
	(2) If the employee declines to move to the agency worksite, management will propose the employee's removal for failure to accept a management-directed reassignment outside of the commuting area, in accordance with applicable regulations, policies, and collective bargaining agreements. The employee, if eligible, may be entitled to transition assistance in accordance with applicable regulations, policies, and collective bargaining agreements, including the GSA CTAP. CTAP provides selection priority for positions announced within the employee's commuting area, for which the employee applies and is well-qualified. An employee must have a current performance rating of at least fully successful to qualify for the selection priority provisions of CTAP.			
-	Employee's Signature Date Supervisor's Signature Date			

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REMOTE WORK ANALYSIS TOOL The Remote Work Analysis Tool is only required when an employee is requesting to work remotely outside of their current locality pay area. The Remote Work Analysis Tool is used to document the costs or savings of the remote work arrangement. Part A. Remote Work Arrangement Data 1. Select: 2. Select: Short-Term Arrangement New (more than 120 days but less than a year) Modification/Recertification Duration: through Long-Term Arrangement - to be recertified and updated bi-annually Part B. Employee Data - if current incumbent request or renewal First Name 1. Employee Last Name Middle Initial Name 3. Requested Official Worksite/Duty Station 2. Current Official Worksite/Current Duty Station: (please include complete street address): Part C. Position Data 1. Employing Office 2. Agency Worksite 3. Position Title and Series 4. Grade 5. Step 6. Supervisory Status Part D. Locality Pay Calculations 1. Requested Official Worksite/Duty Station 2. Official Worksite/Duty Station 3. Requested Official Worksite/Duty Station Salary (based on Office of Personnel Management (OPM) Pay Tables) 4. Official Worksite/Duty Station Salary 5. Salary Difference - (calculate difference between lines 3 and 4 above)

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	Part E. Remote Work Travel Budget Development (enter percentages as	decimals,		
1.	Percentage of time employee will work from requested official worksite/duty station (remote work location) - (management estimate)	%	Total	
2.	Percentage of time employee will work from agency worksite - (management estimate)	%	Percentage MUST Equal 100%	
3.	Percentage of time employee will be on business travel - (management estimate - business travel costs are NOT factored in the cost analysis)	%		
4.	Round trip transportation cost per trip to travel to agency worksite (in accordance with Federal Travel Regulations)			
5.	Meals and Incidentals Expenses (M&IE) cost per day to travel to agency worksite (from per diem chart)			
6.	Hotel cost per night at agency worksite (from per diem chart)			
7.	Additional costs per trip while on travel to agency worksite (management estimate)			
8.	Average number of nights per trip			
9.	Total cost per trip to agency worksite (total lines 5 and 6, multiply by line 8, then add to total of lines 4 and 7)			
10	. Number of planned trips per year to agency worksite			
11	. Annual planned cost (or savings) to travel to the agency worksite (line 9 multiplied by line 10)			
	Part F. Additional Costs/Savings Note: Items MUST be further justified/explained in Part H, Justification. Enter (-) for any s	savings.		
1.	Transit Subsidy Savings	•		
2.	Travel Savings - based on proximity to customers, etc clarify in Part H, Justification			
3.	Other, if applicable			
4.	Other, if applicable			
5.	Other, if applicable			
To	otal Additional Costs/Savings			
	Part G. Cost Benefit Analysis			
1.	Overall cost of Remote Work arrangement (total of Parts D, E, and F - Locality Pay, Remote Work Travel Budget, and Additional Costs/Savings)			
2.	Percentage Above/Below Current Official Worksite/Duty Station cost for Remote Work			

Part H. Justification	
Provide justification costs associated with remote work (Overall cost from Part G Item 1)	1
Provide justification/explanation for applicable items included in Part F, Additional Costs/	Savings
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	ring Supervisor e supervisor of the position being recruited for)		
Name	Title		
Signature	Date		
	ncurrences ppropriate concurrence levels)		
Supervisor Name	Supervisor Title		
Supervisor Signature	Supervisor Signature Date		
Second Level Supervisor (if applicable) Name	Second Level Supervisor Title		
Second Level Supervisor Signature	Second Level Supervisor Signature Date		
Regional Commissioner (RC), Assistant Commissioner, or equivalent Senior Executive Service ((SES) Level) Name	RC, Assistant Commissioner, or equivalent (SES Level) Title		
RC, Assistant Commissioner, or equivalent (SES Level) Signature	RC, Assistant Commissioner, or equivalent (SES Level) Signature Date		
Office of Human Resources Management (OHRM) Servicing Human Resources (HR) Director Name	OHRM Servicing HR Director Title		
OHRM Servicing HR Director Signature	OHRM Servicing HR Director Signature Date		
OHRM Chief Human Capital Officer (CHCO) or Designee Name	OHRM CHCO or Designee Title		
OHRM CHCO or Designee Signature	OHRM CHCO or Designee Signature Date		
Part K. Appro	val/Disapproval		
Final Det	ermination		
Approved Approval Date:	Disapproved Disapproval Date:		
Part L. Change of Offic	ial Worksite/Duty Station		
Date Proposed:	Date Completed:		
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